

REMARKS

Claims 1-20 were pending in the application. Applicants cancelled claims 8-20 without prejudice or disclaimer. Applicants added claim 22. Hence, claims 1-7 and 22 are pending in the application.

Support for the limitations of claim 22 are found at least in part from page 12, line 5 – page 13, line 12 of Applicants' Specification. No new matter has been introduced.

Applicants cancelled claims 8-20 so as to prosecute all method claims in one patent application. Applicants are not conceding in this application that cancelled claims 8-20 are not patentable over the art cited by the Examiner. Claims 8-20 were cancelled solely to facilitate expeditious prosecution of the remaining method claims (claims 1-7 and 22). Applicants respectfully reserve the right to pursue these (claims 8-20) and other claims in one or more continuation patent applications.

Claims 1-4, 7-10, 12-17 and 20 are rejected under 35 U.S.C. §102(b). Claims 5-6, 11 and 18-19 are rejected under 35 U.S.C. §103(a).

Applicants address these rejections below in connection with pending claims 1-7 and 22.

I. REJECTIONS UNDER 35 U.S.C. §102(b):

The Office Action has rejected claims 1-4 and 7 under 35 U.S.C. §102(b) as being anticipated by Westrope (WO 01/29716). Office Action (4/23/2008), page 2. Applicants respectfully traverse these rejections for at least the reasons stated below and respectfully request the Examiner to reconsider and withdraw these rejections.

For a claim to be anticipated under 35 U.S.C. §102, each and every claim limitation must be found within the cited prior art reference and arranged as required by the claim. M.P.E.P. §2131.

Applicants respectfully assert that Westrope does not disclose "for a client/server system having at least a client including a graphical user interface to display a content of virtual hosted stores to a user, the virtual stores being stored in databases managed by a database management system in a resource manager, the

graphical user interface being operatively connected to an application server having a business logic module to select the content to be displayed" as recited in claim 1. The Office Action has not specifically addressed these limitations.

Westrope discloses a system for generating and managing an interactive advertising campaign linking advertisements in conventional media outlets (e.g., radio, television) with an online transaction site. Abstract. Westrope further discloses that the system includes a user interface that allows a user to design an advertising campaign and that generates docket templates and dockets that include details about the advertising campaign content, the media outlets selected to carry advertisements in the campaign, and the timing and frequency of the advertisements. Abstract. Further, Westrope discloses that the system may include an interface for generating consumer response options to allow consumers to respond directly to a selected advertisement in the campaign. Abstract.

Hence, Westrope discloses a system that allows a user to design an advertising campaign and that generates dockets that include details about the advertising campaign content, the media outlets selected to carry advertisements in the campaign, and the timing and frequency of the advertisements. Further, consumers may be able to directly respond to a selected advertisement in the campaign.

However, there is no language in Westrope that discloses virtual stores being stored in databases managed by a database management system in a resource manager. Neither is there any discussion in Westrope of a graphical user interface being operatively connected to an application server having a business logic module to select the content to be displayed. Thus, Westrope does not disclose all of the limitations of claim 1, and thus Westrope does not anticipate claim 1. M.P.E.P. §2131.

The Office Action cites column 9, lines 1-14 of Westrope as disclosing "creating a profile store which serves as a template and upon which the hosted stores are formatted" as recited in claim 1. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

Westrope instead discloses that the docket template interface 104 also includes presentation layout templates 308 from which the creator can select. Page 9, lines 1-2. Westrope further discloses that the presentation layout templates 308 determine the layout of the electronic response boxes and the advertisements when they are displayed to the consumer. Page 9, lines 2-4. Furthermore, Westrope discloses that the creator provides the creative content for the advertisement and may choose to attach an image, audio, and/or text file containing the creative content to the presentation layout template 308. Page 9, lines 4-6.

Hence, Westrope discloses templates which are used by a user to design an advertisement, including content, which may include text, audio and images.

There is no language in the cited passage that discloses creating a profile store. Instead, the cited passage focuses on templates used to create an advertisement. Further, there is no language in the cited passage that discloses creating a profile store which serves as a template and upon which the hosted stores are formatted. Thus, Westrope does not disclose all of the limitations of claim 1, and thus Westrope does not anticipate claim 1. M.P.E.P. §2131.

The Office Action further cites page 9, lines 1-14 of Westrope as disclosing "designating one or more e-marketing spots in the hosted stores" as recited in claim 1. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

As stated above, Westrope discloses templates which are used by a user to design an advertisement, including content, which may include text, audio and images.

There is no language in the cited passage that discloses designating one or more e-marketing spots in the hosted stores. Instead, Westrope discloses a system for generating and managing an interactive advertising campaign linking advertisements in conventional media outlets (radio, television, billboards).

Thus, Westrope does not disclose all of the limitations of claim 1, and thus Westrope does not anticipate claim 1. M.P.E.P. §2131.

The Office Action further cites page 8, lines 15-30 and page 10, lines 12-13 of Westrope as disclosing "setting up a marketing campaign for the hosted stores" as recited in claim 1. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

Westrope discloses that after all of the response fulfillment campaign information has been entered into the system via the campaign interface, the system proceeds to a docket templates interface 104 so that the creator can create a docket template, which groups general response fulfillment campaign information with specific advertisement content, layout, and electronic response box option/content information for one or more selected media licensees. Page 8, lines 15-19. Westrope further discloses that once all of the above validations have been confirmed, the system 100 creates one campaign docket for each selected media licensee. Page 10, lines 12-13.

Hence, Westrope discloses allowing a user to create a docket template, which groups general response fulfillment campaign information with specific advertisement content, layout, and electronic response box option/content information for one or more selected media licensees. Further, Westrope discloses creating a campaign docket for each selected media licensee.

There is no language in the cited passages that discloses setting up a marketing campaign for the hosted stores. Thus, Westrope does not disclose all of the limitations of claim 1, and thus Westrope does not anticipate claim 1. M.P.E.P. §2131.

Further, the Office Action cites page 10, lines 17-31 of Westrope as disclosing "creating one or more campaign initiatives in the profile store for the content to be displayed in the hosted stores" as recited in claim 1. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

Westrope instead discloses that the campaign docket 106 also includes editable fields to change the frequency 400, placement and insertion of the advertisement in the selected media outlet as well as fields where the campaign docket start/end dates and times can be adjusted 402. Page 10, lines 20-24.

Hence, Westrope discloses that the campaign docket includes editable fields to change the frequency, placement and insertion of the advertisement in the selected media outlet.

There is no language in the cited passage that discloses creating one or more campaign initiatives in the profile store for the content to be displayed in the hosted stores. Instead, Westrope focuses on a system for generating and managing an interactive advertising campaign linking advertisements in convention media outlets, such as radio, television and billboards. See, for example, Abstract and page 17, line 30 – page 18, line 3 of Westrope. Thus, Westrope does not disclose all of the limitations of claim 1, and thus Westrope does not anticipate claim 1. M.P.E.P. §2131.

Further, Applicants respectfully assert that Westrope does not disclose "accessing a list of pre-defined e-marketing spots for a profile store" as recited in claim 22. Neither does Westrope disclose "creating an e-marketing spot for said profile store by selecting said e-marketing spot from said list of pre-defined e-marketing spots" as recited in claim 22. Further, Westrope does not disclose "accessing a first list of pre-defined campaign initiatives for said profile store" as recited in claim 22. Furthermore, Westrope does not disclose "creating a campaign initiative for said profile store by selecting said campaign initiative from said first list of campaign initiatives" as recited in claim 22. Additionally, Westrope does not disclose "accessing a second list of campaign initiatives for a hosted store" as recited in claim 22. Further, Westrope does not disclose "creating a campaign initiative for said hosted store by selecting said campaign initiative from said second list of campaign initiatives" as recited in claim 22. In addition, Westrope does not disclose "selecting said e-marketing spot created for said profile store to an e-marketing spot in said hosted store" as recited in claim 22. Neither does Westrope disclose "scheduling said campaign initiative created for said profile store to said e-marketing spot in said hosted store" as recited in claim 22. Furthermore, Westrope does not disclose "scheduling said campaign initiative created for said hosted store to said e-marketing spot in said hosted store". Further, Westrope does not disclose "rejecting said scheduling of said campaign initiative created for said hosted store if there is a

conflict between said campaign initiative created for said profile store and said campaign initiative created for said hosted store" as recited in claim 22. Thus, Westrope does not disclose all of the limitations of claim 22, and thus Westrope does not anticipate claim 22. M.P.E.P. §2131.

Claims 2-4 and 7 each recite combinations of features of independent claim 1, and hence claims 2-4 and 7 are not anticipated by Westrope for at least the above-stated reasons that claim 1 is not anticipated by Westrope.

Claims 2-4 and 7 recite additional features, which, in combination with the features of the claim upon which they depend, are not anticipated by Westrope.

For example, Westrope does not disclose "creating one or more local campaign initiatives for the content to be displayed in the e-marketing spots of the hosted stores" as recited in claim 2. The Office Action cites page 16, lines 23-30 of Westrope as disclosing the above-cited claim limitation. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

Westrope instead discloses that a media licensee may choose to create an independent docket if it is advertising its own products (e.g., if a newspaper wishes to place advertisements promoting itself) or if an advertiser contacts the media licensee directly to place an advertisement. Page 16, lines 23-26. Westrope further discloses that in each case, the advertisement and its corresponding independent docket is created without going through an advertising agency or planning an entire advertising campaign. Page 16, lines 26-28.

Hence, Westrope discloses that a media licensee may choose to create an independent docket to generate a specific advertisement for the media licensee without going through an advertising agency or planning an entire advertising campaign.

There is no language in the cited passage that discloses creating one or more local campaign initiatives for the content to be displayed in the e-marketing spots of the hosted stores. Thus, Westrope does not disclose all of the limitations of claim 2, and thus Westrope does not anticipate claim 2. M.P.E.P. §2131.

The Office Action further cites page 15, lines 9-13 of Westrope as disclosing "modifying the local campaign initiatives in the hosted store" as recited in claim 3. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

Westrope instead discloses that if the docket template is in a "live" phase, where the advertisement corresponding to the campaign docket is made available for consumer interaction, the creator can modify any field in the docket template if the media licensee changes the dates in the docket template, for example system sends an e-mail notification to the advertiser/advertising agency. Page 15, lines 9-13.

There is no language in the cited passage that discloses modifying the local campaign initiatives in the hosted store. Thus, Westrope does not disclose all of the limitations of claim 3, and thus Westrope does not anticipate claim 3. M.P.E.P. §2131.

Additionally, the Office Action cites page 10, lines 20-31 of Westrope as disclosing "scheduling a time duration for the content to be displayed in the e-marketing spots of the hosted stores" as recited in claim 4. Office Action (4/23/2008), page 3. Applicants respectfully traverse.

As stated above, Westrope discloses that the campaign docket includes editable fields to change the frequency, placement and insertion of the advertisement in the selected media outlet as well as fields where the campaign docket start/end dates and times can be adjusted.

There is no language in the cited passage that discloses scheduling a time duration for the content to be displayed in the e-marketing spots of the hosted stores. Thus, Westrope does not disclose all of the limitations of claim 4, and thus Westrope does not anticipate claim 4. M.P.E.P. §2131.

Furthermore, the Office Action cites page 12, lines 6-24 and page 15, lines 9-13 of Westrope as disclosing "modifying the campaign initiatives in the profile store" as recited in claim 7. Office Action (4/23/2008), page 4. Applicants respectfully traverse.

Westrope instead discloses that during the "planning phase" 702, the creator can modify the response fulfillment campaign as desired if no campaign dockets have been created. Page 12, lines 9-10. Westrope further discloses that if the docket template is in a "live" phase, where the advertisement corresponding to the campaign docket is made available for consumer interaction, the creator can modify any field in the docket template if the media licensee changes the dates in the docket template, for example system sends an e-mail notification to the advertiser/advertising agency. Page 15, lines 9-13.

Hence, Westrope discloses modifying the response fulfillment campaign as desired if no campaign dockets have been created. Further, Westrope discloses that the creator can modify any field in the docket template if the media licensee changes the dates in the docket template if the docket template is in a live phase.

There is no language in the cited passages that discloses modifying the campaign initiatives in the profile store. Thus, Westrope does not disclose all of the limitations of claim 7, and thus Westrope does not anticipate claim 7. M.P.E.P. §2131.

As a result of the foregoing, Applicants respectfully assert that not each and every claim limitation was found within Westrope, and thus claims 1-4, 7 and 22 are not anticipated by Westrope. M.P.E.P. §2131.

II. REJECTIONS UNDER 35 U.S.C. §103(a):

The Office Action has rejected claims 5-6 under 35 U.S.C. §103(a) as being unpatentable over Westrope in view of Ozer et al. (U.S. Patent No. 7,136,871) (hereinafter "Ozer"). Applicants respectfully traverse these rejections for at least the reasons stated below and respectfully request the Examiner to reconsider and withdraw these rejections.

A. Westrope and Ozer, taken singly or in combination, do not teach at least the following claim limitations.

The Office Action cites column 3, lines 49-57; column 5, lines 61-67 and column 17, lines 34-44 of Ozer as teaching "checking for a schedule conflict between one or more of the campaign initiatives for the profile store and one or more of the

local campaign initiatives for an e-marketing spot in a hosted store" as recited in claim 5. Office Action (4/23/2008), page 4. Applicants respectfully traverse.

Ozer instead teaches that advertisers typically want to deliver a precise number of impressions of the targeted advertisement, without over-delivering or under-delivering the advertisement. Column 2, lines 11-13. Ozer further teaches that for instance, an advertiser may wish 5,000,000 people between the ages of 16 and 25 to watch that advertiser's advertisement at a specific time. Column 2, lines 14-16. Further, Ozer teaches that the advertiser wishes for 5,000,000 "impressions" of the advertisement to be displayed to the targeted market segment. Column 2, lines 16-18. Additionally, Ozer teaches that to facilitate the needs of these advertisers and maximize advertising revenue, broadcasters, as well as cable and satellite operators, want to avoid underutilization of available inventory, i.e., the expected number of advertising impression opportunities that can be reserved for advertisements, and hence want to ensure that 100% of the available inventory for the advertisement is sold. Column 2, lines 19-25.

Hence, Ozer teaches that "impressions" refers to the number of people who are targeted for the advertisement.

Ozer further teaches a planning module that is configured to facilitate the creation of advertising placements to achieve an advertising impression goal (i.e., the particular number of times that the advertisement is displayed to a target audience). Column 3, lines 49-52. Ozer further teaches embodiments of the present invention that enable an advertiser to reserve inventory to meet an advertising impression goal and to schedule the display of the associated advertisements to fulfill the goal, and optionally resolving conflicts between newly requested advertising campaigns and currently scheduled advertising campaigns. Column 5, lines 61-67. Additionally, Ozer teaches a reservation module 32 that is configured to notify an individual utilizing interface module 30 when advertising inventory is overbooked for requested target criteria. Column 17, lines 34-37. Ozer further teaches that for instance, as the individual defines the advertising impression goal and specific target criteria associated with the requested advertising campaign, reservation module 32 compares

current advertising inventory availability against the requested impression count and target criteria. Column 17, lines 37-41. Additionally, Ozer teaches that based upon this comparison, reservation module 32 identifies the various conflicts between the requested and currently committed advertising inventories. Column 17, lines 42-44.

Hence, Ozer teaches a planning module that is configured to facilitate the creation of advertising placements to achieve an advertising impression goal. Ozer further teaches a reservation module configured to notify an individual when the advertising inventory is overbooked for requested target criteria. Ozer further teaches that the reservation module identifies the various conflicts between the requested and currently committed advertising inventories.

There is no language in the cited passages that teaches checking for a schedule conflict between one or more of the campaign initiatives for the profile store and one or more of the local campaign initiatives. Ozer does teach resolving conflicts between newly requested advertising campaigns and currently scheduled advertising campaigns in connection with meeting an advertising impression goal. However, there is no checking for a schedule conflict between a campaign initiative for a profile store and a local campaign initiative. Neither is there any language in the cited passages that teaches checking for a schedule conflict between one or more of the campaign initiatives for the profile store and one or more of the local campaign initiatives for an e-marketing spot in a hosted store.

Therefore, the cited passages do not teach the above-cited claim limitation as asserted by the Office Action.

The Office Action further cites column 28, line 58 – column 29, line 8 and column 29, lines 42-53 of Ozer as teaching "choosing the campaign initiative over the local campaign initiative in case of a schedule conflict" as recited in claim 6. Office Action (4/23/2008), page 5. The Office Action further takes taking Official Notice that choosing between which advertisement to use is well known in the art. *Id.* Applicants respectfully traverse.

Ozer instead teaches that the offline ad engine 170 is able to identify which advertisement, and hence associated advertisement content, has been scheduled as

committed advertisements and which advertisements have been scheduled as flexible advertisements by referencing the Ad Type attribute in the metadata files. Column 28, lines 59-64. Ozer further teaches that the advertisement that has a committed attribute is "committed" to be displayed a certain number of impressions. Column 28, lines 64-66. Ozer additionally teaches that receiver module 20 has instructions to interpret the advertisement weight for committed advertisements as absolute weights. Column 28, line 66 – column 29, line 1. Ozer further teaches that all other advertisements (i.e., filler advertisements having a flexible attribute) are used to fill in the remainder of the advertising inventory for a specific target criteria for the receiver module receiving the advertisements. Column 29, lines 1-5. Additionally, Ozer teaches that in the event that a target area does not have sufficient committed advertisements to fill the available advertising inventory, offline ad engine 170 can select national or local advertisements that are rated as flexible advertisements to fill the remaining advertising inventory. Column 29, lines 41-45.

Hence, Ozer teaches that "committed advertisements" are advertisements that are committed to be displayed to a certain number of impressions ("impressions" refers to the number of people who are targeted for the advertisement). Ozer further teaches that in the event that a target area does not have sufficient committed advertisements to fill the available advertising inventory, then the remaining advertising inventory is filled with "flexible advertisements."

There is no language in the cited passage that teaches selecting one campaign initiative over another as suggested by the Office Action on page 5 of the present Office Action. There is no schedule conflict. Instead, Ozer specifically teaches including flexible advertisements if the committed advertisements do not fill the available advertising inventory. Further, there is no language in the cited passage that teaches choosing the campaign initiative over the local campaign initiative in case of a schedule conflict. While the Office Action has taken Official Notice that is well known in the art to select one of two advertisements that have a conflicting schedule, claim 6 recites that in the case of a schedule conflict, the campaign initiative is chosen over the local campaign initiative. Applicants respectfully traverse the assertion that the limitation of claim 6 is well known in the art and respectfully request the Office

Action to provide a reference that teaches the limitation of claim 6 pursuant to M.P.E.P. §2144.03.

Therefore, the cited passages do not teach the above-cited claim limitation as asserted by the Office Action.

2. Office Action's reasoning for modifying Westrope with Ozer to include the missing claim limitation of claim 5 is insufficient to establish a *prima facie* case of obviousness.

The Office Action admits that Westrope does not teach "checking for a schedule conflict between one or more of the campaign initiatives for the profile store and one or more of the local campaign initiatives for an e-marketing spot in a hosted store" as recited in claim 5. Office Action (4/23/2008), page 4. The Office Action asserts that Ozer teaches the above-cited claim limitation. *Id.* The Office Action's reasoning for modifying Westrope with Ozer to include the above-cited claim limitation is "in order to allow the completion within the designated contractual agreements of the marketing campaigns." *Id.* at page 5.

In connection with the Office Action establishing the motivation for modifying Westrope with Ozer to include the above-cited claim limitation, the Office Action cites page 11, line 18 – page 12, line 24 of Westrope as teaching checking for schedule conflicts between the campaign initiatives by displaying a campaign docket summary in calendar form which the media licensees (stores) and creator (advertiser) use to design and modify their campaigns. Office Action (4/23/2008), page 4. Applicants respectfully traverse.

Westrope instead teaches that once a response fulfillment campaign has been created, the campaign summary generated by the system preferably is interactive to allow the creator to update, cancel, delete, copy, expire, or retire a campaign, depending on the status of the response fulfillment campaign. Page 11, lines 23-26. Westrope further teaches that the system may also generate an interactive campaign calendar in order to allow an owner to view the dates at which various response fulfillment campaigns will be running. Page 11, lines 26-28. Westrope additionally teaches that for the media licensee, who has access only to campaign dockets to

which it is specifically assigned and its own independent dockets, the docket summaries allow the media licensee to monitor the status of its own dockets as the creators design and modify their response fulfillment campaigns. Page 12, lines 2-5.

Hence, Westrope teaches generating a campaign summary which is interactive to allow the creator to update, cancel, delete, copy, expire, or retire a campaign, depending on the status of the response fulfillment campaign. Further, Westrope teaches that for the media licensee, who has access only to campaign dockets to which it is specifically assigned and its own independent dockets, the docket summaries allow the media licensee to monitor the status of its own dockets as the creators design and modify their response fulfillment campaigns.

There is no language that suggests that media licensees are stores as suggested by the Office Action. Westrope lists radio, television and billboards as examples of media outlets. Abstract. Neither is there any language that suggests checking for scheduling conflicts between campaign initiatives. Instead, Westrope teaches that the media licensee is able to monitor the status of its own dockets (only those campaign dockets it is specifically assigned and its own independent dockets).

Further, in order to establish a *prima facie* case of obviousness, the Office Action must provide articulated reasoning with some rational underpinning. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)). However, the Office Action has not provided any rational underpinning as to how the Office Action derived the reasoning for modifying Westrope with Ozer to include the above-cited missing claim limitation. The Office Action simply states "in order to allow the completion within the designated contractual agreements of the marketing campaigns" as motivation for modifying Westrope to include the above-cited claim limitation. While the Office Action may consider many factors in finding a reason to combine, the Office Action still must explain how the Examiner derived the motivation for modifying Westrope to include the above-cited missing claim limitation. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). The Examiner appears to be relying upon his own subjective opinion which is

insufficient to support a *prima facie* case of obviousness. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). Consequently, the Office Action's reasoning for modifying Westrope with Ozer is insufficient to support a *prima facie* case of obviousness for rejecting claim 5. *Id.*

Further, in order to sustain the rejection of claim 5 for obviousness, the Office Action has to provide some rational connection between the Office Action's reasoning for modifying Westrope with Ozer and the missing claim limitation. What is the rational connection between checking for a schedule conflict between one or more of the campaign initiatives for the profile store and one or more of the local campaign initiatives for an e-marketing spot in a hosted store (missing claim limitation) and allowing the completion within the designated contractual agreements of the marketing campaigns (Office Action's reasoning)?

Hence, the Office Action's rationale does not provide reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would modify Westrope to include the missing claim limitation of claim 5. Accordingly, the Office Action has not presented a *prima facie* case of obviousness for rejecting claim 5. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007).

3. Office Action's reasoning for modifying Westrope with Ozer to include the missing claim limitation of claim 6 is insufficient to establish a *prima facie* case of obviousness.

The Office Action admits that Westrope does not teach "choosing the campaign initiative over the local campaign initiative in case of a schedule conflict" as recited in claim 6. Office Action (4/23/2008), page 5. The Office Action asserts that Ozer teaches the above-cited claim limitation. *Id.* The Office Action's reasoning for modifying Westrope with Ozer to include the above-cited claim limitation is "in order to allow the store to receive the monetary compensation from the national advertiser and to meet its contractual obligations." *Id.* at page 6.

As stated above, in order to establish a *prima facie* case of obviousness, the Office Action must provide articulated reasoning with some rational underpinning. *In*

re Kahn, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)). However, the Office Action has not provided any rational underpinning as to how the Office Action derived the reasoning for modifying Westrope with Ozer to include the above-cited missing claim limitation. The Office Action simply states "in order to allow the store to receive the monetary compensation from the national advertiser and to meet its contractual obligations" as motivation for modifying Westrope to include the above-cited claim limitation. While the Office Action may consider many factors in finding a reason to combine, the Office Action still must explain how the Examiner derived the motivation for modifying Westrope to include the above-cited missing claim limitation. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). The Examiner appears to be relying upon his own subjective opinion which is insufficient to support a *prima facie* case of obviousness. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). Consequently, the Office Action's reasoning for modifying Westrope with Ozer is insufficient to support a *prima facie* case of obviousness for rejecting claim 6. *Id.*

III. CONCLUSION:

As a result of the foregoing, it is asserted by Applicants that claims 1-7 and 22 in the Application are in condition for allowance, and Applicants respectfully request an allowance of such claims. Applicants respectfully request that the Examiner call Applicants' attorney at the below listed number if the Examiner believes that such a discussion would be helpful in resolving any remaining issues.

Respectfully submitted,

WINSTEAD P.C.

Attorneys for Applicants

By: 

Robert A. Voigt, Jr.
Reg. No. 47,159

P.O. Box 50784
Dallas, TX 75201
(512) 370-2832

Austin_1 538949v.2